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Abstracted
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STATE OF UTAH 7 88
COUNTY OF CARBON)
FILED AND RECORDED)
J. W. Hammond, Jr.
SEP 28 3 26 PM '73

381

BOOK 142 of Records
PAGE 381-382
ANN O'BRIEN
COUNTY RECORDER

RESTRICTIVE COVENANT

This agreement made and entered into this 25th day of September, 1973, by JOE SANTI and MARY SANTI, husband and wife, and MEROPE GEORGEDES, all of Price, Utah, herein referred to as grantors and SAFEWAY STORES, INCORPORATED, a Maryland Corporation, herein referred to as grantee.

WITNESSETH:

1. Grantors are the owners of the following described real property in Carbon County, Utah:

Parcel One

Beginning on the Southerly right of way line of U. S. 50-6 Highway, at a point North 89° 54' East 550.00 feet and North 370.92 feet from the Southwest corner of Lot 2, Block 46 Price Townsite Survey and running thence South 370.92 feet; thence North 89° 54' East 175.00 feet; thence North 150.00 feet; thence South 89° 54' West 89.00 feet; thence North 193 feet, more or less to the Southerly right of way line of U. S. 50-6 Highway; thence Northwesterly along a 1860.03 foot radius curve to the left 90 feet, more or less to the point of beginning.

2. Grantors concurrently herewith are conveying to Grantee the following described property in Carbon County, Utah:

Parcel Two

Part of the Northeast Quarter of Section 21, and the Northwest Quarter of Section 22, Township 14 South, Range 10 East of the Salt Lake Base and Meridian, described as follows: Beginning at the Southwest corner of Lot 2, Block 46, Price Townsite Survey and running thence North 0 Degrees 08 Minutes 41 Seconds West 50.00 feet; thence North 89 Degrees 54 Minutes East 100.00 feet; thence North 0 Degrees 08 Minutes 41 Seconds West 200.50 feet; thence South 89 Degrees 54 Minutes West 100.00 feet; thence North 0 Degrees 08 Minutes 41 Seconds West 180.10 feet to the South Line of U. S. 50-6 Highway; thence North 89 Degrees 54 Minutes East along said South Line 83.60 feet to a point of a 1860.03 foot radius curve to the right; thence Easterly along the Arc of said curve and South Line of Highway 472.45 feet; thence South 370.92 feet; thence South 89 Degrees 54 Minutes West 550.00 feet to the point of beginning.

3. As a part of the consideration for the said sale and purchase of said Parcel Two, Grantors have heretofore agreed to the imposition of the restrictive covenant hereinafter set forth and now execute this document in pursuance of said agreement.
4. Grantors hereby agree in favor of Grantee as follows:

That any buildings constructed on said Parcel One shall be constructed only on the South 200 feet thereof and when any buildings are constructed thereon the balance of the property North of the north building limit line shall be leveled, smoothed and paved for parking with a good quality asphalt paving material.

5. The said restrictive covenant is a covenant which shall run with said Parcel One in favor of said Parcel Two and shall be binding upon and inure to the benefit of the respective successors and assigns of Grantors and Grantee.

6. Said restrictive covenant shall continue in force and effect for a period of fifty years from date hereof unless under the laws of the State of Utah it may not remain effective for such period of time, in which latter event it shall continue for such lesser period of time as may be lawful under the laws of the State of Utah.

IN WITNESS WHEREOF, the Grantors have set their hands to this instrument the day and year first above written.

Joe Santi
Mary Santi
Merope Georgeades

STATE OF UTAH)
: ss.
COUNTY OF CARBON)

Personally appeared before me this 25th day of September, 1973, JOE SANTI and MARY SANTI, husband and wife, and MEROPE GEORGEDES, signers of the foregoing instrument who duly acknowledged to me that they executed the same.

My commission expires:

Sept 14, 1974

C. M. Jensen
Notary Public
Residing Price, Utah